

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

OPERATING ENGINEER

FOR LANDSCAPE CONSTRUCTION PROJECTS

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,
TUOLUMNE, YOLO AND YUBA COUNTIES

63-3-75

RECEIVED
Department of Industrial Relations

OCT 27 2006

Div. of Labor Statistics & Research
Chief's Office

**MASTER AGREEMENT
FOR NORTHERN CALIFORNIA
BETWEEN
LANDSCAPE CONTRACTORS COUNCIL
OF NORTHERN CALIFORNIA
AND LOCAL UNION NO. 3
OF THE INTERNATIONAL UNION
OF OPERATING ENGINEERS, AFL-CIO**

THIS AGREEMENT, made and entered into this 26th day of June, 2006, and extended and amended on June 16, 1999, by and between the LANDSCAPE CONTRACTORS COUNCIL OF NORTHERN CALIFORNIA ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

01.00.00 EMPLOYEES, CLASSIFICATIONS, MANNING AND WAGE RATES

01.01.00 On all work covered by this Agreement (Section 02.05.00) when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with Section 04.00.00 and the Job Placement Regulations of this Agreement and they and each of them shall be employed in the classifications and at the wage scales as follows, including such additions as may be made in accordance with Section 20.00.00.

01.01.01 Notwithstanding any provisions of this Section 01.00.00 relating to manning, any piece of equipment involved in excavation for which no employee is setting line or grade, or performing work which historically has been performed by Assistant to Engineers, an Assistant Engineer shall not be required. If assistance is necessary, such assistance shall be performed by an Assistant to Engineer. In the event a violation is alleged, and a dispute exists which cannot be resolved between the Employer and the Union, any Individual Employer found to be in violation of this Section 01.01.01 by a Board of Adjustment shall forfeit the application of this Section on *ALL* said Individual Employer's jobs or projects for the period of time and in the manner prescribed hereunder:

- (1) *First (1st) Violation:* Said Section shall not apply for a period of three (3) consecutive months from the date said Individual Employer is found in violation by said Board of Adjustment and *manning* all Individual Employer's jobs or projects shall be in accordance with the requirements of Section 01.03.00 *Classifications, Manning and Rates*;
- (2) *Second (2nd) Violation:* Same application as in (1) above for a period of six (6) consecutive months;
- (3) *Third (3rd) Violation:* Same application as in (1) and (2) above for the duration of the Agreement.

NOTE: This Section shall not apply to any traditional crane work and any manning requirements on crane work shall be in accordance with Section 01.03.01.

01.02.00 Area Definitions. Section 24.00.00 provides a description of Areas 1 and 2 based upon Township and Range Lines. The Area 2 wage, as set forth in Section 01.03.00, shall be paid in all areas of Northern California not included in Area 1.

01.02.01 If all compensable time is spent by any Employee in Area 1, he shall be paid the Area 1 rate.

01.02.02 If two (2) or more hours of compensable time (straight or overtime) on any shift are spent by an Employee in Area 2, he shall be paid the Area 2 rate for the entire day.

01.02.03 The Employees employed by an Individual Employer in a permanent yard or shop or plant and Employees employed by an Individual Employer on residential construction projects (not camps), subdivisions, buildings of three (3) stories or less including utilities and site work related to these buildings, streets, roadways and utilities which are a part of a residential construction project located within Area 2 shall be paid the Area 1 wage rate.

01.02.04 If all Employees on a job or project are transported by the Employer from a permanent plant, yard or shop located in Area 1 to work in Area 2 and transported back to the same permanent yard or shop in Area 1, all on the same day, on the Employer's time, said Employees shall be paid the Area 1 wage rate.

01.03.00 *Classifications, Manning and Rates.*

NOTE: The manning of Compressors, Generators, Welding Machines, Pumps or any combination thereof shall be in accordance with Section 07.05.00 of this Agreement.

CLASSIFICATIONS:

Current Straight-Time Hourly Wage Rates — Effective Dates

GROUP I (1 classification)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$27.31	\$27.55	\$1.65	\$1.65	\$1.50
Area 2	\$29.31	\$29.55	\$1.65	\$1.65	\$1.50

3981 1. Landscape Finish Grade Operator

All finish grade work regardless of the equipment used, and all equipment with a horsepower rating or more than 65.

GROUP II (1 classification)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$23.71	\$23.95	\$1.65	\$1.65	\$1.50
Area 2	\$25.71	\$25.95	\$1.65	\$1.65	\$1.50

3985 1. Landscape Operator up to 65 H.P.

All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

- A-Frame and Winch Track
- Backhoe
- Forklift (jobsite)
- MDR Welder — Landscape — Operating
- Engineer's Equipment
- Hydragraphic Seeder Machine
- Roller
- Rubber-tired and Track Earthmoving Equipment
- Skiploader
- Straw Blowers
- Trencher - 31 horsepower up to 65 horsepower

GROUP III (1 classification)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$19.10	\$19.34	\$1.65	\$1.65	\$1.50
Area 2	\$21.10	\$21.34	\$1.65	\$1.65	\$1.50

3995 1. Landscape Utility Operator**
Small rubber-tired Tractor
Trencher - under 31 horsepower

(Any assistance in the operation of the above, if needed, shall be performed by an Assistant to Engineer.)

******Any Employee working for an Individual Employer in any of the above classifications shall not suffer a reduction in pay as a result of the above classification modifications.

GROUP IV (1 classification) *

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$17.72	\$17.72	\$17.72	\$17.72	\$17.72
Area 2	\$19.72	\$19.72	\$19.72	\$19.72	\$19.72

3997 1. Assistant Landscape Operator

* The wage rate for Assistant Utility Landscape Operator under Group 4 will be frozen for the duration of the Agreement.

Special Single Shift and Second Shift Wage Rates

(Refer to Sections 06.04.03 and 06.05.00)

GROUP 1	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$30.72	\$30.96	\$1.65	\$1.65	\$1.50
Area 2	\$32.72	\$32.96	\$1.65	\$1.65	\$1.50

GROUP II

Area 1	\$26.67	\$26.91	\$1.65	\$1.65	\$1.50
Area 2	\$28.67	\$28.91	\$1.65	\$1.65	\$1.50

GROUP III

Area 1	\$21.48	\$21.72	\$1.65	\$1.65	\$1.50
Area 2	\$23.48	\$23.72	\$1.65	\$1.65	\$1.50

GROUP IV *

Area 1	\$19.91	\$19.91	\$19.91	\$19.91	\$19.91
Area 2	\$21.91	\$21.91	\$21.91	\$21.91	\$21.91

* The wage rate for Assistant Utility Landscape Operator under Group 4 will be frozen for the duration of the Agreement.

01.03.01 All Cranes and Attachments. The straight-time hourly wage rate of Employees on cranes or equipment and attachments (including jib and/or leads) shall be as set forth in the Master Agreement for Northern California between the Union and the Associated General Contractors of California, Inc.

01.03.02 Classifications and Rates for Steel Erectors and Fabricators, Piledrivers, and Tunnel/ Underground. For any classification not contained herein or any work performed not covered by this Agreement, including subsistence and travel, rented equipment, steel fabrication and erecting work, piledriving and working tunnel/underground, the wage rates, fringe benefit rates and all other terms and conditions of the existing Agreement between the Associated General Contractors of California, Inc. and the Union shall apply.

01.03.03 Classifications and Rates for Piledrivers. For any classification not contained herein or any work performed not covered by this Agreement, including subsistence and travel, rented equipment, steel fabrication and erecting work, piledriving and working underground, the wage rates, fringe benefit rates and other terms and conditions of the existing Agreement between the Associated General Contractors of California, Inc. and the Union shall apply.

01.03.04 Classifications and Rates for Tunnel/ Underground. The straight-time hourly wage rate of Employees working underground and/or within shafts, stopes and raises shall be as set forth in the Master Agreement for Northern California between the Union and the Associated General Contractors of California, Inc.

01.03.05 Toxic Waste (HAZMAT). A subcommittee shall be formed to discuss requirements applicable to Employees working on HAZMAT projects and to negotiate working rules and wage rates which recognize the special conditions and problems which exist when working with toxic waste.

01.04.00 FOREMEN — Wage Rates.

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$32.97	\$33.21	\$2.00	\$1.95	\$1.80
Area 2	\$34.97	\$35.21	\$2.00	\$1.95	\$1.80
2921 Foreman and Shifters, over 7 Employees					
Area 1	\$31.44	\$31.68	\$2.00	\$1.95	\$1.80
Area 2	\$33.44	\$33.68	\$2.00	\$1.95	\$1.80

2931 Foreman (Working), under 7 Employees

Area 1	\$32.97	\$33.21	\$2.00	\$1.95	\$1.80
Area 2	\$34.97	\$35.21	\$2.00	\$1.95	\$1.80

3341 Master Mechanic, over 5 Employees

Foreman, Special Single Shift and Second Shift Wage Rates

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$37.09	\$37.33	\$2.00	\$1.95	\$1.80
Area 2	\$37.09	\$39.33	\$2.00	\$1.95	\$1.80
2921 Foreman and Shifters, over 7 Employees					
Area 1	\$35.37	\$35.61	\$2.00	\$1.95	\$1.80
Area 2	\$37.37	\$37.61	\$2.00	\$1.95	\$1.80

2931 Foreman (Working), under 7 Employees

Area 1	\$37.09	\$37.33	\$2.00	\$1.95	\$1.80
Area 2	\$39.09	\$39.33	\$2.00	\$1.95	\$1.80

3341 Master Mechanic, over 5 Employees

01.05.00 Working Suspended. The straight-time hourly wage rate of Employees required to work suspended by ropes or cables or performing work on a Yo-Yo Cat shall be according to the following schedule, and added to the straight-time hourly wage rates set out in 01.00.00, and such increase in the straight-time hourly wage rate shall apply for the full shift and all overtime work.

PER HOUR
\$.60

01.05.01 *The Union at its discretion allocate the increases to wages and/or fringe benefits. Any increases in wages shall be effective June 26, 2006, June 25, 2007, June 30, 2008 and June 29, 2009. Any increase to fringe benefits shall be effective June 26, 2006, June 25, 2007, June 30, 2008 and June 29, 2009. Untimely notification of contractual wage, fringe benefit or dues increases shall not result in a default.

02.04.00 Employee. The term "Employee" as used herein shall mean any person, without regard to race, color, religion, sex, age, national origin, handicap or disability (as provided for in the Americans With Disabilities Act of 1990), and shall include those persons covered by the Vietnam Era Veterans Readjustment Assistance Act of 1972:

- (a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union, or
- (b) who operates, monitors and controls, maintains, repairs, modifies, assembles, erects, services or each or all of them, power-operated equipment, of the type or kind of power-operated equipment used in the performance of work referred to in (a) above, regardless of whether such power-operated equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and
- (c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-operated equipment of the type or kind of equipment used in the performance of work referred to in (a) above, and who qualifies to register in a Job Placement Center, provided that the foregoing shall not apply to superintendents, assistant superintendents, general foremen, foremen, timekeepers, messenger boys, guards, confidential employees, office help, inspectors, and persons specifically excluded elsewhere in this Agreement.

02.05.00 Unit Work. This Agreement shall cover and apply to all activities of the Individual Employer in the area covered by this Agreement falling within the recognized jurisdiction of the Union, including, but not limited by inference

or otherwise, to building construction, demolition, site clearing, pipelines, oil or gas refineries (excluding the falling and removal of merchantable timber by the purchaser of merchantable timber), work covered by Section 13.00.00, Steel Fabricators and Erectors, which work and equipment shall be covered by Section 13.00.00, Steel Fabricators and Erectors, and work covered by Section 14.00.00, Piledriving, which work and equipment shall be covered by Section 14.00.00, Piledriving. It shall also apply to all maintenance, modification and repair work and facilities, on-site or off-site, of an Individual Employer in the area covered by this Agreement, except an off-site repair or maintenance facility with respect to which the Individual Employer is in a bona fide collective bargaining relationship with a labor organization covering such Individual Employer's off-site maintenance and repair facility at the time the Individual Employer becomes a party to, or covered by, this Agreement. This Agreement shall also apply to the operation, modification, maintenance, and repair of equipment covered by this Agreement (including the additions under provision for Additional Work or Classifications, Section 20.00.00) established for the production of borrow, rip-rap, rock, sand, gravel, aggregates of all kinds, concrete (excluding cement), asphalt or macadam or other road-surfacing materials (excluding oil) by an Individual Employer or his subcontractor which is to be incorporated into a specific job(s) or project(s) of the Individual Employer so long as such material is actually being produced or delivered to such job or project; such work will be considered on-site.

07.00.00 MANNING

07.01.00 The manning of equipment shall be in accordance with the provisions of Section 01.00.00 and this Section 07.00.00. In addition to the manning provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, he shall be assisted by an Employee covered by this Agreement (Assistant to Engineer Registered Apprentice). (Refer to Section 07.09.00.)

07.01.01 Only an Employee covered by this Agreement shall start and warm up equipment and the recognized established practice regarding the classification of Employee used in the starting and warming up of equipment shall not be changed.

07.01.02 When assigned to equipment shall be under the direct supervision of the Operator at all times.

07.02.00 Asphalt Plant Crew. It is agreed that the Asphalt Plant Crew shall consist of a Plant Engineer and two (2) additional Employees. The Plant Engineer shall be in charge of the entire plant. In the case of an automatic asphalt plant, the asphalt plant minimum crew shall consist of a Plant Engineer and Boxman. It is further provided that if any additional assistance is required in the asphalt plant crew, such assistance shall be performed by an Employee covered by this Agreement.

07.03.00 Change Rule. An Employee may be changed between classifications and pieces of equipment provided any piece of equipment the Employee leaves is not operated except by an Employee covered by this Agreement. However, an Employee who is transferred to another piece of equipment and who is not qualified to operate that piece of equipment, shall not be discharged or laid off, but shall be returned to the equipment to which he was originally dispatched.

07.03.01 The Individual Employer shall not assign an Assistant to Engineer to perform the work of an Operating Engineer. The Individual Employer may assign an Operating Engineer to perform the work of an Assistant to Engineer; provided, no Assistant to Engineer currently on the payroll of the Individual Employer shall be laid off or terminated as a result of such an assignment. The foregoing shall not preclude transfers for brief emergency or relief periods, provided a replacement has been requested from the Job Placement Center serving the job or project.

07.03.02 On building jobs, the Assistant to Engineer may for four (4) hours or less, operate the following equipment: (1) Forklift, (2) Small Rubber-Tired Tractor, (3) Bobcat. Should any assistance be required, it shall be an Employee covered by this Agreement.

07.04.00 Signals. The necessity for the use of an Employee to give signals to Employees covered by this Agreement shall be determined by the Individual Employer. When used, he shall be an Assistant to Engineer, or a Registered Apprentice. (Refer to Section 07.09.00.)

07.05.00 Whenever a person starts, stops or operates pumps over 750 GPM (except automatic electric pumps), compressors over 210 CFM (except automatic electric compressors), welding machines, or generators over 150 KW, he shall be an Employee covered by this Agreement. Any servicing and maintenance of the above equipment regardless of size, including automatic electric pumps and automatic electric compressors, shall be performed by an Employee covered by this Agreement.

07.05.01 Generators. Generator/Welder House: one (1) Engineer required.

07.05.02 Compressors. On compressor houses, manifold compressors or large single unit compressors (750 CFM or more) in the same location: one (1) Engineer required.

07.05.03 On any job or project where an Employee is utilized to operate a Forklift (Group 8), or an Individual Employer employs a Heavy Duty Repairman, such Employee(s) may be utilized in lieu of one of the Employees otherwise required by Sections 07.05.00, 07.05.01 Generators and 07.05.02 Compressors. This Section 07.05.03 shall not apply to the required manning on Compressor Houses.

07.06.00 Field Survey Work. The classifications herein referred to shall apply only to Employees covered hereby, regularly employed in field survey work, excluding Individual Employer, executive, administrative or supervisory personnel, professional or office engineer personnel, draftsmen, estimators, timekeepers, messenger boys, guards, clerical help or field office help, and excluding the use of survey instruments normally used by any other employees in the performance of their duties.

07.06.01 Field survey work shall be that work performed by such Employees in connection with the establishment of control points governing construction operations when performed by the Individual Employer on any type of home, office or commercial building construction. "Control points governing construction operations" shall be defined as such vertical and horizontal controls as must be established in connection with site preparation work before actual construction can get underway. On commercial, office, or multi-storied buildings, site preparation work in connection with the establishment of control points governing construction operations on locations and elevations of fills, excavations, piles, caisson, and utilities shall be considered to be field survey work.

07.06.02 On all types of heavy, highway and engineering construction, when the Individual Employer is required by Contracting Authority to furnish his own field survey service or when the Individual Employer at his own discretion hires Employees to perform field survey work, then in such instances, such work shall come within the classifications set forth in Section 01.00.00.

07.06.03 For any field survey work beyond the direct control of the Individual Employer, the referred to classifications and conditions shall not apply.

07.06.04 The Union will cooperate with the Individual Employer in the placing of student engineering trainees, so long as it does not materially affect the normal employment of regular Employees.

07.06.05 When an Instrument Man is required by the Individual Employer to work from drawings, plans or specifications without the direct supervision of a Party Chief, he shall be paid at the Chief of Party rate.

07.06.06 A party consisting of three (3) or more Employees shall include a Chief of Party.

07.06.07 On a large project using several small parties and having a Chief of Party on the jobsite and in charge of the small parties, each small party shall have an Instrument Man or Chief of Party as one of the members of the small party.

07.07.00 *Warranty.* The maintenance and repair of equipment done at the site of construction, alteration, painting, repair or demolition of a building, structure or other work shall be performed exclusively by an Employee, or by employees covered by a collective bargaining agreement with the Union; provided, however, that if the Individual Employer has a written contract of warranty covering the equipment, work covered by such warranty may be performed at the jobsite for not more than six (6) months from purchase in the case of new equipment, or not more than thirty (30) days from purchase in the case of used equipment by persons not covered by this Agreement who are eligible to register as Class A Operating Engineers, or Class A Assistant to Engineer, under the Job Placement Regulations of this Agreement, and further provided that for non-warranty work or for work performed after the aforementioned six (6) months and thirty-day time periods all maintenance and repair work will be performed under the terms and conditions of this Agreement, except that in the event of a factory modification to be performed on the jobsite, one factory representative shall be excluded from the foregoing.

07.07.01 When an Individual Employer, at his discretion, wishes to utilize Employees covered by this Agreement to perform Soils and Materials Testing, such Employee shall be employed in accordance with the applicable classification set forth in Section 01.03.00.